

GNCC CAPITAL, INC.

EXHIBITS TO ANNUAL REPORT FOR THE YEAR ENDED SEPTEMBER 30, 2014

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EXHIBIT NUMBERED: 3 of 10

GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION FILING

APPOINTMENT OF ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT WITH

DAVID JACK HARRIS

SEPTEMBER 19, 2014

ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT WITH DAVID JACK HARRIS:

On September 18, 2014, GNCC Capital, Inc. ("the Company") Directors' entered into a 3 (Three) year Agreement with David Jack Harris as a Member of the Company's Advisory Committee.

BACKGROUND:

Mr. David Jack Harris is the Chief Executive Officer and a Member of the Board of Directors of Reputation Managers, LLC, a Company acquired by GNCC Capital, Inc. on September 18, 2014.

DAVID JACK HARRIS RESUME:

David Harris is a successful entrepreneur, experienced and creative marketer with a proven track record. Throughout his career, he has consistently identified new growth opportunities, and built several successful businesses.

David's first business enterprise was in the clothing industry; David was a pioneer of sourcing and producing fashion apparel throughout the Far East and selling into Europe and the USA. David built several recognized brand names and sold to ever major fashion retailer. This business was successfully sold to a Hong Kong consortium.

David, through this, became a recognized expert in Brand development, import/export, building an international sales team and marketing. He was recruited as a consultant by Pepkor (South African conglomerate) to advice with their "internationalization", post-Apartheid. His role included UK acquisitions, training SA personnel and creating cross marketing opportunities with the group.

Subsequent to this, David was recruited by Barry Cox, (co-founder of Hard Rock), to act as CEO to build a worldwide energy drink brand, with sales of 18 million cases in its first 12-months. Responsibilities included: building international sales team, creation of brand through Formula 1 racing and manufacturing.

For the past decade, David has been involved with businesses that recognized the power of the internet.

In 2000 and until 2014, David co-founded eBridge, initially to provide advertising services to SBO's that had historically only used Yellow pages; Success followed, with 65,000 clients paying an average of $75 p/month. Recognizing the power of the data base the company commenced marketing other products including SEO, SEM services and Social Media. The company grew to $40 million in revenues; and was named the 16th fastest growing companies in LA by Inc. Magazine.

During this period, eBridge bought a majority shareholding in eVisibilty; David and Danny DeMichele worked closely together to grow the business, until it was sold to LSF Interactive in 2010. Danny DeMichele is an Executive Director of Reputation Managers, LLC, a company acquired by GNCC Capital, Inc. on September 17, 2014.

DATED: SEPTEMBER 19, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBIT:

Advisory Committee Member Appointment Agreement with David Jack Harris dated September 18, 2014.

ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT

ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT ("the Agreement") dated as of September 18, 2014 between:

GNCC Capital Inc., a Delaware Corporation
With its principal address being 244 5th Avenue, Suite # 2525, New York, NY 10001
("The Corporation")

And

David Jack Harris
Of 4200 Clear Valley Drive, Encino, CA 91436
("The Advisory Committee Member").

And

Stelan Real Estate Management, Inc.,
("Stelan")

WITNESSETH

WHEREAS, Advisory Committee Member has established his expertise in, among other things, brand development, international sales and marketing and vast experience in the use of Social Media. Advisory Committee Member is the Chief Executive Officer of the Company's wholly owned subsidiary Company, Reputation Managers, LLC.

WHEREAS, the Corporation desires to retain the Advisory Committee Member for a period of 3 (Three) years, commencing from the date of the signature of the Agreement; to perform, as an Advisory Committee Member to the Corporation on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and upon the terms and agreements subject to the conditions hereinafter set forth, the parties do hereby covenant and agree as follows:

Section 1. RETENTION OF THE ADVISORY COMMITTEE MEMBER

The Corporation engages the Advisory Committee Member whom accepts such engagement, subject to the terms and conditions of this Agreement.

Section 2. SERVICES

The Advisory Committee Member shall provide advisory services to the Corporation, its subsidiary companies and to its Directors in connection with the objectives.

Section 3. COMPENSATION

For services rendered by the Advisory Committee Member pursuant to this Agreement, the Corporation shall remunerate the Advisory Committee Member, as follows:

Compensation for Three Years Commencing on September 18, 2014

The Advisory Committee Member shall be compensated at the rate of $60,000 (Sixty thousand dollars) per annum, payable in equal quarterly installments.

It is agreed that the Advisory Committee Member be paid in unrestricted shares of the Corporation's Common Stock and not in cash.

Stelan has agreed to provide these shares of the Corporation's unrestricted Common Stock to the Advisory Committee Member on a quarterly basis; for and on behalf of the Corporation.

The Corporation through Stelan shall provide the Advisory Committee Member with an amount of $15,000 (Fifteen thousand dollars) of the Corporation's shares of unrestricted Common Stock in advance; and in each and every quarter commencing upon September 18, 2014 and terminating on July 18, 2017. It is recorded that the shares of the Corporation's unrestricted Common Stock in respect of compensation for the 3 (Three) month period commencing upon September 18, 2014 shall be issued by Stelan to the Advisory Committee Member on or before September 30, 2014. The number of shares of the Corporation's unrestricted Common Stock issued to the Advisory Committee Member shall be calculated by utilizing the average trading price of the Corporation's shares of Common Stock in the preceding 5 (Five) trading days prior to any such issuance to the Advisory Committee Member.

Additional compensation may be forthcoming depending on the contribution provided to the Corporation by the Advisory Committee Member as determined by the Committee of Directors from time to time.

The Corporation undertakes to reimburse Stelan Real Estate Management, Inc. at the price per share of the Corporation's Common Stock as detailed in this paragraph. Such reimbursement shall be through the issuance to Stelan by the Corporation of the Corporation's shares of Series B Convertible Preferred Stock at a price of $1.00 (One dollar) per share, Par Value $0.00001.

Section 4. EXPENSES

The Corporation shall reimburse the Advisory Committee Member up to a maximum of US$250.00 (Two hundred and fifty dollars) per month for phone charges and other miscellaneous expenses incurred in the normal pursuit of the Objectives as outlined in this Agreement.

In the event that the Advisory Committee Member incurs additional expenses while engaged in Corporation business, Advisory Committee Member shall obtain the prior written consent of the President of the Corporation. All such expenses incurred after receiving the prior written approval of the President of the Corporation shall be promptly reimbursed to the Advisory Committee Member.

The Corporation's consent hereunder shall not be unreasonably withheld or delayed. The Advisory Committee Member must provide receipts for all expenses to the Corporation before any reimbursement will be issued to the Advisory Committee Member.

Section 5. ADVISORY COMMITTEE MEMBER OBLIGATIONS

The Advisory Committee Member will be solely responsible for any and all damages or losses with respect to any and all equipment utilized by the Advisory Committee Member in the performance of services under this Agreement, and the Corporation will have no liability of any kind with respect thereto, regardless of cause or fault. Each party hereby indemnifies and holds the other, its directors, officers, agents and employees, harmless from and against any and all claims, actions, demands, damages, liabilities or expenses, including counsel fees against the other, its directors, officers, agents and employees, arising out of the indemnifying party's acts or omissions or breach of this Agreement. This excludes any public statements made by the Corporation that are either inaccurate or untrue in respect of the Advisory Committee Member as well as the Corporations obligations under Section 6 of this agreement.

Section 6. ADVISORY COMMITTEE MEMBER WARRANTIES

The Advisory Committee Member warrants that he is fully qualified to perform the services to the Corporation as described in this Agreement. Furthermore, the Advisory Committee Member warrants that the services performed will conform to generally accepted standards for the type of project involved and that he will use his best efforts to render the services required in a timely and diligent manner. Additionally, the Advisory Committee Member warrants that the rendering of the services hereunder, including any work product resulting from the services will not violate any rights including but not limited to intellectual property rights, of any persons, or laws.

The Advisory Committee Member warrants that during the past 10 (Ten) years, he has not been the subject of the following events:

1. A petition under the Federal bankruptcy laws or any state insolvency law was filed by or against, or a receiver, fiscal agent or similar officer was appointed by a court for the business or property of such person, or any partnership in which he was a general partner at or within two years before the time of such filing, or any corporation or business association of which he was an executive officer at or within two years before the time of such filing;

2. Convicted in a criminal proceeding or is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses);

3. The subject of any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining him from, or otherwise limiting, the following activities; associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;

Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the Commodity Futures Trading Commission, or

Engaging in any type of business practice; or

Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of Federal or State securities laws or Federal commodities laws;

4. The subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any Federal or State authority barring, suspending or otherwise limiting for more than 60 days the right of such person to engage in any activity described in paragraph 3.i in the preceding paragraph or to be associated with persons engaged in any such activity;

5. Was not found by a court of competent jurisdiction in a civil action or by the Commission to have violated any Federal or State securities law, and the judgment in such civil action or finding by the Commission has not been subsequently reversed, suspended, or vacated;

6. Was not found by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any Federal commodities law, and the judgment in such civil action or finding by the Commodity Futures Trading Commission has not been subsequently reversed, suspended or vacated;

7. Was not the subject of, or a party to, any Federal or State judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of:

i) Any Federal or State securities or commodities law or regulation; or

ii) Any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order, or

iii) Any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or

8. Was the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act (15 U.S.C. 78c(a)(26)), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act (7 U.S.C. 1(a)(29)), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

Section 7. PROPRIETARY RIGHTS

The Advisory Committee Member hereby represents and warrants that all information provided or utilized by the Advisory Committee Member hereunder does not and shall not directly or indirectly violate or infringe upon any copyright, patent, trade secret or other proprietary or intellectual property right of any third party or contribute to such violation or infringement. The Advisory Committee Member shall indemnify and hold the Corporation, its officers, directors, employees and agents harmless from and against any and all losses and damages arising out of the breach or claimed breach of the foregoing warranty. The provisions of this Section 7 shall survive termination of this Agreement for any reason.

Section 8. NON DISCLOSURE

The Corporation has determined that the Advisory Committee Member will not have regular or special access to Material Nonpublic Information and is not subject to the reporting and liability provisions of Section 16 of the Securities Exchange Act of 1934, as amended. Therefore there are no trading restrictions on the Advisory Committee Member's shares of the Corporation's non restricted Common Stock or on any subsequent purchases or sales of the common stock of the Corporation by the Advisory Committee Member. The Directors and Management of the Corporation maintain strict principals of non-disclosure in respect of the Advisory Committee Member's activity contracted for herein. In addition, if the Advisory Committee Member makes any recommendation to the Directors or Management, and that recommendation is material and is accepted and acted upon by the Corporation's Directors, then the Advisory Committee Member shall refrain from trading in the Corporation's shares of Common Stock until full public disclosure of same is made by the Corporation.

Section 9. NO PUBLICITY

Neither the Advisory Committee Member, nor any of his employees or agents shall refer to the Corporation in any manner whatsoever in publicity releases or advertising, including customer lists, or for other promotional purposes, without securing the prior written consent from the Corporation.

Section 10. FULL CO-OPERATION

In connection with the activities of the Advisory Committee Member on behalf of the Corporation, the Corporation will cooperate with the Advisory Committee Member and will furnish the Advisory Committee Member and the Advisory Committee Member's representatives with all information and data concerning the Corporation as may be required in connection with the Advisory Committee Member's services hereunder.

Section 11. REPRESENTATIONS

The Corporation warrants and represents to the Advisory Committee Member that this Agreement does not conflict with any other agreement binding the Corporation. The Corporation warrants and represents to the Advisory Committee Member, that the Corporation is fully authorized to offer and pay the Advisory Committee Member's compensation referred to in Section 3 above.

Section 12. MANAGEMENT

The Corporation agrees to provide the Advisory Committee Member with all historical and current public regulatory filings and such other documentation as is required by the Advisory Committee Member to assist in the compilation of the Corporation's profile on an ongoing basis.

Section 13. BREACH

In the event of a breach of the terms of this Agreement by either party, the breaching party shall have a 10 (ten) day period, after the receipt of written notice of the breach, to remedy any such breach.

Section 14. WAIVER OF AGREEMENT

The failure by the Corporation to exercise any rights or powers hereunder shall not be construed as a waiver thereof. The waiver by the Corporation of a breach of any provision of this Agreement by the Advisory Committee Member shall not operate nor be construed as a waiver of any subsequent breach by the Advisory Committee Member.

Section 15. NOTICES

All notices, requests, demands and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given upon receipt if personally delivered, faxed, sent by recognized national overnight courier or mailed by certified mail, return receipt requested, to the address of the parties set forth above. Such notices shall be deemed to be given:

(i) When delivered personally; or

(ii) 1 (One) day after being sent by overnight courier carrier; or

(iii) 3 (Three) days after being mailed, respectively, to be addressed as follows:

If to GNCC CAPITAL, INC.:

GNCC CAPITAL, INC
244 5th Avenue
Suite # 2525
New York
NY 10001
E Mail: Corporate@gncc-capital.com

If to the Advisory Committee Member:

DAVID JACK HARRIS
4200 Clear Valley Drive
Encino
CA 91436

Section 16. TERMINATION

This Agreement may be terminated prior to the expiration of its term:

A. By mutual written agreement of the parties;

B. By the Corporation or by the Advisory Committee Member, upon 90 (ninety) days written notice; or

C. By the Corporation, immediately, in the event of conduct by the Advisory Committee Member justifying termination, including but limited to, dishonesty or for any breach of any covenant in this Agreement.

Section 17. ASSIGNMENT OF RIGHTS

In consideration of payment to the Advisory Committee Member by the Corporation for work performed by the Advisory Committee Member, any and all operational improvements and process improvements developed by the Advisory Committee Member in the course of performing work for the Corporation shall be the sole and absolute property of the Corporation. All work performed by the Advisory Committee Member for and on behalf of the Corporation shall be deemed to be "work for hire" and any and all right, title and interest the Advisory Committee Member may have in and to any such work is hereby assigned to the Corporation, and the Corporation shall have all ownership rights in and to such work.

Section 18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, inure to the benefit of, and shall be enforceable by the Advisory Committee Member and the Corporation and their respective successors and assigns; provided, however, that the rights and obligations of the Advisory Committee Member under this Agreement (with the exception of those rights in Section 3 hereof) shall not be assignable.

Section 19. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

Section 20. ENTIRE AGREEMENT - AMENDMENTS

This Agreement contains the entire agreement and understanding between the parties and supersedes and preempts any prior understandings or agreements, whether written or oral. The provisions of this Agreement may be amended or waived only with the prior written consent of the Corporation and the Advisory Committee Member.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth hereinbefore:

GNCC CAPITAL, INC.

/s/

By: _____
Name **RONALD YADIN LOWENTHAL**
Title **EXECUTIVE CHAIRMAN**

DAVID JACK HARRIS

/s/

By: _____

STELAN REAL ESTATE MANAGEMENT, INC.

/s/

By: _____
Title **DIRECTOR**

RESUME OF ADVISORY COMMITTEE MEMBER

David Harris is a successful entrepreneur, experienced and creative marketer with a proven track record. Throughout his career, he has consistently identified new growth opportunities, and built several successful businesses.

David's first business enterprise was in the clothing industry; David was a pioneer of sourcing and producing fashion apparel throughout the Far East and selling into Europe and the USA. David built several recognized brand names and sold to ever major fashion retailer. This business was successfully sold to a Hong Kong consortium.

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GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

CERTIFICATE OF DESIGNATION OF

SERIES H CONVERTIBLE PREFERRED STOCK

SEPTEMBER 19, 2014

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION:

On September 9, 2014, the Company Directors adopted resolutions amended the Corporation's Certificate of Incorporation, as follows:

AUTHORIZATION OF SERIES H CONVERTIBLE PREFERENCE SHARES

The Directors of GNCC Capital, Inc. is filing a Certificate of Amendment of Certificate of Incorporation, with the Secretary of State in Delaware; to authorize the Series H Convertible Preference Shares.

The salient terms of the Series H Convertible Preference Shares:-

Number of Authorized: 1,000,000 (One million)
Par Value: $0.00001
Intended Issue Price: $1.00

The shares of Series H Convertible Preferred Stock bear interest at the rate of 8% (Eight percent) per annum.

They are secured by a Liquidation Preference that shall be payable from the proceeds of liquidation of the Corporation's interest from the Corporation's equity and debt interest(s) in its subsidiary, Reputation Managers, LLC, incorporated in the State of California under Filing ID Number: 201001110012.

They are not redeemable for a period of less than 1 (One) year from the date of issue.

Except as otherwise expressly required by law and with respect to matter affecting the rights and preferences of the Series H Convertible Preferred Stock, the holders of Series H Convertible Preferred Stock shall not have voting rights.

Each share of Series H Convertible Preferred Stock shall be convertible, at the option of the holder thereof, at any time after 1 (One) one year after the date such share was issued, and without the payment of additional consideration by the holder thereof, into such number of fully-paid and non-assessable shares of Common Stock as is determined by dividing the Stated Value per share, by the Series H Preferred Convertible Stock, Conversion Price in effect at the time of conversion.

The "Series H Conversion Price" shall be the average trading price for the 5 (Five) consecutive trading days next preceding the date of the notice of conversion as reported on OTCMarkets.com or such other United States trading market or stock exchange as shall then be the primary market (by volume) for the Corporation's shares of common stock; provided, however, that the Series H Conversion Price, and the rate at which shares of Series H Convertible Preferred Stock may be converted into shares of Common Stock. Shares of Series H Convertible Preferred Stock converted into shares of Common Stock in accordance with the terms hereof shall be canceled and shall not be reissued.

These Series H Convertible Preference Shares will not be admitted for trading on any market.

NOTE:-

These shares of Series H Convertible Preferred Stock will be issued to settle the full acquisition cost of Reputation Managers, LLC and all sums of cash advanced to Reputation Managers, LLC thereafter.

DATED: SEPTEMBER 19, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBIT:

Certificate of Designation dated September 9, 2014.

CERTIFICATE OF DESIGNATION
OF
SERIES H CONVERTIBLE PREFERRED STOCK
OF
GNCC CAPITAL, INC.

Pursuant to Section 151 of the
General Corporation Law of
The State of Delaware

GNCC Capital, Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

That, pursuant to authority conferred by the Corporation's Certificate of Incorporation and by the provisions of Section 151 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation (the "Board"), by unanimous written consent on September 9, 2014, adopted the following resolutions, which resolutions remain in full force and effect on the date hereof, creating a series of 1,000,000 (One million) shares of Preferred Stock, $0.00001 par value, designated as Series H Convertible Preferred Stock:

RESOLVED:

That pursuant to the authority vested in the Board in accordance with the provisions of the Certificate of Incorporation of the Corporation and Section 151(g) of the General Corporation Law of the State of Delaware, the Board does hereby create, authorize and provide for the issuance of a Series H Convertible Preferred Stock, $0.00001 par value, of the Corporation, hereby designated as "Series H Convertible Preferred Stock," having the voting powers, designation, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof that are set forth as follows:

Section 1: DESIGNATION AND AUTHORIZED SHARES

1,000,000 (One million) shares of Preferred Stock, par value $0.00001 per share, of the Corporation are hereby designated as Series H Convertible Preferred Stock (the "Series H Preferred Stock").

Section 2: STATED VALUE

Each share of Series H Convertible Preferred Stock shall have a stated value of $0.00001 per share (the "Stated Value").

Section 3: DIVIDEND PREFERENCE

Each share shall bear dividends at the rate of $0.08 (Eight cents) per share per annum, payable annually.

Section 4: LIQUIDATION PREFERENCE

Upon liquidation of the Corporation, the holders of the Series H Convertible Preferred Stock shall be entitled to receive payment of a liquidation preference in the amount of the Stated Value plus accrued and unpaid dividends (the "Liquidation Preference").

The Liquidation Preference shall be payable from the proceeds of liquidation of the Corporation's interest from the Corporation's equity and debt interest(s) in its subsidiary, Reputation Managers, LLC, incorporated in the State of California under Filing ID Number: 201001110012.

Section 5: VOTING

Except as otherwise expressly required by law and with respect to matter affecting the rights and preferences of the Series H Convertible Preferred Stock, the holders of Series H Convertible Preferred Stock shall not have voting rights.

As to matters affecting the rights or preferences of the Series H Convertible Preferred Stock, the holders thereof shall vote as a separate class.

As to matters where voting rights are required by law, the holders of Series H Convertible Preferred Stock shall have such voting rights as are conferred by law.

Section 6: CONVERSION

(a) ***Conversion Right.***

Each share of Series H Convertible Preferred Stock shall be convertible, at the option of the holder thereof, at any time after 1 (One) one year after the date such share was issued (subject to the limitations set forth in Section 6.c below), and without the payment of additional consideration by the holder thereof, into such number of fully-paid and non-assessable shares of Common Stock as is determined by dividing the Stated Value per share, by the Series H Preferred Convertible Stock, Conversion Price in effect at the time of conversion.

The "Series H Conversion Price" shall be the average trading price for the 5 (Five) consecutive trading days next preceding the date of the notice of conversion as reported on OTCMarkets.com or such other United States trading market or stock exchange as shall then be the primary market (by volume) for the Corporation's shares of common stock; provided, however, that the Series H Conversion Price, and the rate at which shares of Series H Convertible Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided in Section 7 below. Shares of Series H Convertible Preferred Stock converted into shares of Common Stock in accordance with the terms hereof shall be canceled and shall not be reissued.

(b) ***Conversion Procedure.***

In order to exercise the conversion privilege under Section 6, the holder of any shares of Series H Convertible Preferred Stock to be converted shall give written notice to the Corporation at its principal office that such holder elects to convert such shares of Series H Convertible Preferred Stock or a specified portion thereof into shares of Common Stock as set forth in such notice.

At such time as the certificate or certificates representing the Series H Convertible Preferred Stock which has been converted are surrendered to the Corporation, the Corporation shall issue and deliver a certificate or certificates representing the number of shares of Common Stock determined pursuant to Section 6.

In case of conversion under Section 6 of only a part of the shares of Series H Convertible Preferred Stock represented by a certificate surrendered to the Corporation, the Corporation shall issue and deliver a new certificate for the number of shares of Series H Convertible Preferred Stock which have not been converted.

Until such time as the certificate or certificates representing Series H Convertible Preferred Stock which has been converted are surrendered to the Corporation and a certificate or certificates representing the Common Stock into which such Series H Convertible Preferred Stock has been converted have been issued and delivered, the certificate or certificates representing the Series H Convertible Preferred Stock which have been converted shall represent the shares of Common Stock into which such shares of Series H Convertible Preferred Stock have been converted.

The Corporation shall pay all documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock issuable upon conversion of the Series H Convertible Preferred Stock Series Preferred Stock.

(c) ***Maximum Conversion.***

Notwithstanding anything to the contrary contained herein, a holder of shares of Series H Convertible Preferred Stock shall not be entitled to convert shares of Series H Convertible Preferred Stock if upon such conversion the number of shares of Common Stock to be received, together with the number of shares of Common Stock beneficially owned by the holder and its affiliates on the conversion date, would result in beneficial ownership by the holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock of the Corporation on such conversion date.

For the purposes of the provision to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and Regulation 13d-3 thereunder.

The holder shall have the authority and obligation to determine whether the restriction contained in this Section 6(c) will limit any conversion hereunder and to the extent that the holder determines that the limitation contained in this Section applies, the determination of the number of shares of Series H Convertible Preferred Stock that are convertible shall be the responsibility and obligation of the holder.

The holder may waive the conversion limitation described in this Section 6(c), in whole or in part, upon and effective after 61 (Sixty one) days prior written notice to the Corporation to increase such percentage to up to 9.99%.

Section 7: OTHER PROVISIONS

(a) Reservation of Common Stock.

The Corporation shall at all times reserve from its authorized Common Stock, one hundred ten percent (110%) of the maximum aggregate number of shares of Common Stock issued or issuable upon conversion of all Series H Convertible Preferred Stock, ignoring any conversion limits set forth herein.

(b) Record Holders.

The Corporation and its transfer agent, if any, for the Series H Convertible Preferred Stock may deem and treat the record holder of any shares of Series H Convertible Preferred Stock as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

Section 8: RESTRICTIONS AND LIMITATIONS

Except as expressly provided herein or as required by law so long as any shares of Series H Convertible Preferred Stock remain outstanding, the Corporation shall not, without the vote or written consent of the holders of at least a majority of the then outstanding shares of the Series H Convertible Preferred Stock take any action which would adversely and materially affect any of the preferences, limitations or relative rights of the Series H Convertible Preferred Stock.

Section 9: CERTAIN ADJUSTMENTS

(a) ***Stock Dividends and Stock Splits.***

If the Corporation, at any time while the Series H Convertible Preferred Stock subsequent to the fifth consecutive trading day prior to the date of a notice of conversion:

(A) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation pursuant to the Series H Convertible Preferred Stock of Common Stock into a larger number of shares, (C) combine (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (D) issue by reclassification of shares of the Common Stock any shares of capital stock of the Corporation, each share of Series H Convertible Preferred Stock.

(B) Series H Convertible Preferred Stock shall receive such consideration as if such number of shares of Series H Convertible Preferred Stock had immediately prior to such foregoing dividend, distribution, subdivision, combination or reclassification, the holder of the number of shares of Common Stock into which it could convert at such time. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(b) Fundamental Transaction.

If, at any time while the Series H Convertible Preferred Stock is outstanding:

(A) the Corporation effects any merger or consolidation of the Corporation with or into another person; or

(B) the Corporation effects any sale of all or substantially all of its assets in one transaction or a series of related transactions; or

(C) any tender offer or exchange offer (whether by the Corporation or another person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property; or

(D) the Corporation effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "Fundamental Transaction"), then, upon any subsequent conversion of this Series H Convertible Preferred Stock, the holders shall have the right to receive, for each share of Common Stock that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of such shares of Common Stock.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 9th day of September, 2014.

BY:

GNCC CAPITAL, INC.



NICOLAAS EDWARD BLOM	**RONALD YADIN LOWENTHAL**
DIRECTOR &	**DIRECTOR &**
SECRETARY	**TREASURER**

GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

CERTIFICATE OF DESIGNATION OF

SERIES H CONVERTIBLE PREFERRED STOCK

SEPTEMBER 29, 2014

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION:

On September 9, 2014, the Company Directors adopted resolutions amended the Corporation's Certificate of Incorporation, as follows:

AUTHORIZATION OF SERIES H CONVERTIBLE PREFERENCE SHARES

The Directors of GNCC Capital, Inc. filed a Certificate of Amendment of Certificate of Incorporation, with the Secretary of State in Delaware; to authorize the Series H Convertible Preference Shares. This was effective from September 29, 2014.

The salient terms of the Series H Convertible Preference Shares:-

Number of Authorized: 1,000,000 (One million)
Par Value: $0.00001
Intended Issue Price: $1.00

The shares of Series H Convertible Preferred Stock bear interest at the rate of 8% (Eight percent) per annum.

They are secured by a Liquidation Preference that shall be payable from the proceeds of liquidation of the Corporation's interest from the Corporation's equity and debt interest(s) in its subsidiary, Reputation Managers, LLC, incorporated in the State of California under Filing ID Number: 201001110012.

They are not redeemable for a period of less than 1 (One) year from the date of issue.

Except as otherwise expressly required by law and with respect to matter affecting the rights and preferences of the Series H Convertible Preferred Stock, the holders of Series H Convertible Preferred Stock shall not have voting rights.

Each share of Series H Convertible Preferred Stock shall be convertible, at the option of the holder thereof, at any time after 1 (One) one year after the date such share was issued, and without the payment of additional consideration by the holder thereof, into such number of fully-paid and non-assessable shares of Common Stock as is determined by dividing the Stated Value per share, by the Series H Preferred Convertible Stock, Conversion Price in effect at the time of conversion.

The "Series H Conversion Price" shall be the average trading price for the 5 (Five) consecutive trading days next preceding the date of the notice of conversion as reported on OTCMarkets.com or such other United States trading market or stock exchange as shall then be the primary market (by volume) for the Corporation's shares of common stock; provided, however, that the Series H Conversion Price, and the rate at which shares of Series H Convertible Preferred Stock may be converted into shares of Common Stock. Shares of Series H Convertible Preferred Stock converted into shares of Common Stock in accordance with the terms hereof shall be canceled and shall not be reissued.

These Series H Convertible Preference Shares will not be admitted for trading on any market.

NOTE:-

These shares of Series H Convertible Preferred Stock will be issued to settle the full acquisition cost of Reputation Managers, LLC and all sums of cash advanced to Reputation Managers, LLC thereafter.

DATED: OCTOBER 14, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBIT:

Stamped Copy from Delaware of the Certificate of Designation of Series H Convertible Preferred Stock dated September 29, 2014.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DESIGNATION OF "GNCC CAPITAL, INC.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF SEPTEMBER, A.D. 2014, AT 3:12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

4603407 8100

141233267

AUTHENTICATION: 1743873

DATE: 10-01-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:12 PM 09/29/2014
FILED 03:12 PM 09/29/2014
SRV 141233267 - 4603407 FILE

CERTIFICATE OF DESIGNATION
OF
SERIES H CONVERTIBLE PREFERRED STOCK
OF
GNCC CAPITAL, INC.

Pursuant to Section 151 of the
General Corporation Law of
The State of Delaware

GNCC Capital, Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

That, pursuant to authority conferred by the Corporation's Certificate of Incorporation and by the provisions of Section 151 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation (the "Board"), by unanimous written consent on September 9, 2014, adopted the following resolutions, which resolutions remain in full force and effect on the date hereof, creating a series of 1,000,000 (One million) shares of Preferred Stock, $0.00001 par value, designated as Series H Convertible Preferred Stock:

RESOLVED:

That pursuant to the authority vested in the Board in accordance with the provisions of the Certificate of Incorporation of the Corporation and Section 151(g) of the General Corporation Law of the State of Delaware, the Board does hereby create, authorize and provide for the issuance of a Series H Convertible Preferred Stock, $0.00001 par value, of the Corporation, hereby designated as "Series H Convertible Preferred Stock," having the voting powers, designation, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof that are set forth as follows:

Section 1: DESIGNATION AND AUTHORIZED SHARES

1,000,000 (One million) shares of Preferred Stock, par value $0.00001 per share, of the Corporation are hereby designated as Series H Convertible Preferred Stock (the "Series H Preferred Stock").

Section 2: STATED VALUE

Each share of Series H Convertible Preferred Stock shall have a stated value of $0.00001 per share (the "Stated Value").

Section 3: DIVIDEND PREFERENCE

Each share shall bear dividends at the rate of $0.08 (Eight cents) per share per annum, payable annually.

Section 4: LIQUIDATION PREFERENCE

Upon liquidation of the Corporation, the holders of the Series H Convertible Preferred Stock shall be entitled to receive payment of a liquidation preference in the amount of the Stated Value plus accrued and unpaid dividends (the "Liquidation Preference").

The Liquidation Preference shall be payable from the proceeds of liquidation of the Corporation's interest from the Corporation's equity and debt interest(s) in its subsidiary, Reputation Managers, LLC, incorporated in the State of California under Filing ID Number: 201001110012.

Section 5: VOTING

Except as otherwise expressly required by law and with respect to matter affecting the rights and preferences of the Series H Convertible Preferred Stock, the holders of Series H Convertible Preferred Stock shall not have voting rights.

As to matters affecting the rights or preferences of the Series H Convertible Preferred Stock, the holders thereof shall vote as a separate class.

As to matters where voting rights are required by law, the holders of Series H Convertible Preferred Stock shall have such voting rights as are conferred by law.

Section 6: CONVERSION

(a) ***Conversion Right.***

Each share of Series H Convertible Preferred Stock shall be convertible, at the option of the holder thereof, at any time after 1 (One) one year after the date such share was issued (subject to the limitations set forth in Section 6.c below), and without the payment of additional consideration by the holder thereof, into such number of fully-paid and non-assessable shares of Common Stock as is determined by dividing the Stated Value per share, by the Series H Preferred Convertible Stock, Conversion Price in effect at the time of conversion.

The "Series H Conversion Price" shall be the average trading price for the 5 (Five) consecutive trading days next preceding the date of the notice of conversion as reported on OTCMarkets.com or such other United States trading market or stock exchange as shall then be the primary market (by volume) for the Corporation's shares of common stock; provided, however, that the Series H Conversion Price, and the rate at which shares of Series H Convertible Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided in Section 7 below. Shares of Series H Convertible Preferred Stock converted into shares of Common Stock in accordance with the terms hereof shall be canceled and shall not be reissued.

(b) ***Conversion Procedure.***

In order to exercise the conversion privilege under Section 6, the holder of any shares of Series H Convertible Preferred Stock to be converted shall give written notice to the Corporation at its principal office that such holder elects to convert such shares of Series H Convertible Preferred Stock or a specified portion thereof into shares of Common Stock as set forth in such notice.

At such time as the certificate or certificates representing the Series H Convertible Preferred Stock which has been converted are surrendered to the Corporation, the Corporation shall issue and deliver a certificate or certificates representing the number of shares of Common Stock determined pursuant to Section 6.

In case of conversion under Section 6 of only a part of the shares of Series H Convertible Preferred Stock represented by a certificate surrendered to the Corporation, the Corporation shall issue and deliver a new certificate for the number of shares of Series H Convertible Preferred Stock which have not been converted.

Until such time as the certificate or certificates representing Series H Convertible Preferred Stock which has been converted are surrendered to the Corporation and a certificate or certificates representing the Common Stock into which such Series H Convertible Preferred Stock has been converted have been issued and delivered, the certificate or certificates representing the Series H Convertible Preferred Stock which have been converted shall represent the shares of Common Stock into which such shares of Series II Convertible Preferred Stock have been converted.

The Corporation shall pay all documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock issuable upon conversion of the Series H Convertible Preferred Stock Series Preferred Stock.

(c) ***Maximum Conversion.***

Notwithstanding anything to the contrary contained herein, a holder of shares of Series H Convertible Preferred Stock shall not be entitled to convert shares of Series H Convertible Preferred Stock if upon such conversion the number of shares of Common Stock to be received, together with the number of shares of Common Stock beneficially owned by the holder and its affiliates on the conversion date, would result in beneficial ownership by the holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock of the Corporation on such conversion date.

For the purposes of the provision to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and Regulation 13d-3 thereunder.

The holder shall have the authority and obligation to determine whether the restriction contained in this Section 6(c) will limit any conversion hereunder and to the extent that the holder determines that the limitation contained in this Section applies, the determination of the number of shares of Series H Convertible Preferred Stock that are convertible shall be the responsibility and obligation of the holder.

The holder may waive the conversion limitation described in this Section 6(c), in whole or in part, upon and effective after 61 (Sixty one) days prior written notice to the Corporation to increase such percentage to up to 9.99%.

Section 7: OTHER PROVISIONS

(a) Reservation of Common Stock.

The Corporation shall at all times reserve from its authorized Common Stock, one hundred ten percent (110%) of the maximum aggregate number of shares of Common Stock issued or issuable upon conversion of all Series H Convertible Preferred Stock, ignoring any conversion limits set forth herein.

(b) Record Holders.

The Corporation and its transfer agent, if any, for the Series H Convertible Preferred Stock may deem and treat the record holder of any shares of Series H Convertible Preferred Stock as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

Section 8: RESTRICTIONS AND LIMITATIONS

Except as expressly provided herein or as required by law so long as any shares of Series H Convertible Preferred Stock remain outstanding, the Corporation shall not, without the vote or written consent of the holders of at least a majority of the then outstanding shares of the Series H Convertible Preferred Stock take any action which would adversely and materially affect any of the preferences, limitations or relative rights of the Series H Convertible Preferred Stock.

Section 9: CERTAIN ADJUSTMENTS

(a) ***Stock Dividends and Stock Splits.***

If the Corporation, at any time while the Series H Convertible Preferred Stock subsequent to the fifth consecutive trading day prior to the date of a notice of conversion:

(A) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation pursuant to the Series H Convertible Preferred Stock of Common Stock into a larger number of shares, (C) combine (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (D) issue by reclassification of shares of the Common Stock any shares of capital stock of the Corporation, each share of Series H Convertible Preferred Stock.

(B) Series H Convertible Preferred Stock shall receive such consideration as if such number of shares of Series H Convertible Preferred Stock had immediately prior to such foregoing dividend, distribution, subdivision, combination or reclassification, the holder of the number of shares of Common Stock into which it could convert at such time. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(b) Fundamental Transaction.

If, at any time while the Series H Convertible Preferred Stock is outstanding:

(A) the Corporation effects any merger or consolidation of the Corporation with or into another person; or

(B) the Corporation effects any sale of all or substantially all of its assets in one transaction or a series of related transactions; or

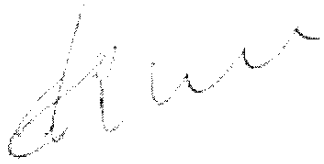
(C) any tender offer or exchange offer (whether by the Corporation or another person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property; or

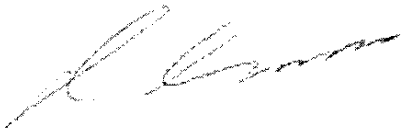
(D) the Corporation effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "Fundamental Transaction"), then, upon any subsequent conversion of this Series H Convertible Preferred Stock, the holders shall have the right to receive, for each share of Common Stock that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of such shares of Common Stock.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 9th day of September, 2014.

BY:

GNCC CAPITAL, INC.





NICOLAAS EDWARD BLOM
DIRECTOR &
SECRETARY

RONALD YADIN LOWENTHAL
DIRECTOR &
TREASURER



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION

REPORTING DATE: **OCTOBER 14, 2014**

FILING DATE: **SEPTEMBER 29, 2014**

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION:

On September 6, 2014, the Company Directors adopted resolutions amended the Corporation's Certificate of Incorporation, as follows:

"The total number of shares of stock which the Corporation shall have the authority to issue is 30,100,000,000 (Thirty billion one hundred million), consisting of 30,000,000,000 (Thirty billion) shares of Common Stock, 100,000,000 (One hundred million) shares of Preferred Stock; $0.00001 par value per share."

RATIONALE FOR AMENDMENT:

The terms and conditions of the outstanding Convertible Loan Notes and of the Series "A", "B", "C", "D", "F", "G" and "H" Convertible Preferred Stock specifically require that the Company maintain a sufficient amount of Authorized Shares of Common Stock from time to time.

ISSUED AND OUTSTANDING SHARES AS AT OCTOBER 14, 2014:

Shares of Common Stock: 19,999,132,134

DATED: OCTOBER 14, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBIT:

Authenticated State of Delaware Certificate of Amendment of Certificate of Incorporation dated September 29, 2014.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GNCC CAPITAL, INC.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF SEPTEMBER, A.D. 2014, AT 2:52 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

4603407 8100

AUTHENTICATION: 1743748

141233210

DATE: 10-01-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:12 PM 09/29/2014
FILED 02:52 PM 09/29/2014
SRV 141233210 - 4603407 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST:

That at a meeting of the Board of Directors of GNCC CAPITAL, INC. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this Corporation be amended by the changing the Article thereof numbered "FOURTH" so that, as amended, said Article shall be and read as follows:

"Fourth: The total number of shares of stock which the Corporation shall have the authority to issue is Thirty billion one hundred million (30,100,000,000), consisting of Thirty billion (30,000,000,000) shares of Common Stock, One hundred million (100,000,000) shares of Preferred Stock, $0.00001 par value per share."

SECOND:-

That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD:

That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed this 26th day of September, 2014.



NICOLAAS EDWARD BLOM
GNCC CAPITAL, INC.
PRESIDENT, CHIEF EXECUTIVE OFFICER & SECRETARY

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN & TREASURER

GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

ADDITIONAL ISSUANCE OF SHARES OF SERIES F CONVERTIBLE PREFERRED STOCK

EFFECTIVE: SEPTEMBER 19, 2014

FILED: OCTOBER 14, 2014

BACKGROUND:

On August 11, 2014, the Directors of GNCC Capital, Inc. filed a Certificate of Amendment of Certificate of Incorporation, with the Secretary of State in Delaware; to authorize the shares Series F Convertible Preferred Stock.

The salient terms of the shares of Series F Convertible Preferred Stock:-

Number of Authorized: 1,000,000 (One million)
Par Value: $0.00001
Intended Issue Price: $1.00

Convertible at the Holder's Option (AND ONLY after a period of one year from the date of Issuance) and into shares of Common Stock, at a pre-determined price per share of the Common Stock.

These shares of Series F Convertible Preferred Stock will not be admitted for trading on any market.

RATIONALE FOR THE AUTHORIZATION OF THE SHARES OF SERIES F CONVERTIBLE PREFERRED STOCK:

The Company will be issuing shares of Series F Convertible Preferred Stock to:-

1. Senior Executives of the Company in partial compensation for their services.

THE SERIES F CONVERTIBLE PREFERRED STOCK DESIGNATION WAS FILED ON THE OTC MARKETS DISCLOSURE SERVICE ON AUGUST 12, 2014.

ADDITIONAL ISSUANCES OF SHARES OF SERIES F CONVERTIBLE PREFERRED STOCK ON SEPTEMBER 19, 2014:

Stockholder Name	Amount of Series F Preferred Issued	Amount $	Note
David Jack Harris	35,000	35,000	1
David Jack Harris	50,000	50,000	2
TOTALS	**85,000**	**85,000**	

NOTES:

1. These shares were issued in settlement of 3 (three) month Salary on a new Service & Employment Agreement with Reputation Managers, LLC, a GNCC Capital, Inc. subsidiary company and dated September 18, 2014.

2. These shares were issued in settlement of a Signing Bonus on a Service & Employment Agreement with Reputation Managers, LLC, a GNCC Capital, Inc. subsidiary company and dated September 18, 2014.

ACCOUNTING TREATMENT OF THESE ISSUANCES:

The $85,000 (Eighty five thousand dollars) issued in these shares of Series F Convertible Preferred Stock will be capitalized in the Fourth Quarter ending September 30, 2014 as Additional Paid In Capital as Stockholders Equity. This will be treated as a loan from GNCC Capital, Inc. to Reputation Managers, LLC ("RM"). RM will expense these accordingly.

As at September 19, 2014, the Company had an amount of 286,000 (Two hundred and eighty six thousand) shares of Series F Convertible Preferred Stock issued and outstanding.

DATED: OCTOBER 14, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHBIT:-

Service & Employment Agreement between Reputation Managers, LLC and David Jack Harris dated September 18, 2014.

EMPLOYMENT AND SERVICE AGREEMENT

This employment agreement (this "Agreement"), dated as of September 18, 2014 (the "Effective Date"), is made by and between GNCC Capital, Inc., a Delaware corporation (the "Corporation"), Reputation, Managers, LLC, a California corporation ("RM") and David Jack Harris (the "Executive") (each, a "Party" and together, the "Parties").

WHEREAS, the Executive is employed as the Chief Executive Officer of RM and is appointed to the Board of Directors of RM; and

WHEREAS, the Parties wish to establish the terms of the Executive's employment by RM;

WHEREAS, RM is a wholly owned subsidiary Company of GNCC Capital, Inc.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **POSITION/DUTIES:-**

(a) During the Employment Term (as defined in Section 2 below), the Executive shall serve as the Chief Executive Officer of RM. In this capacity the Executive shall have such duties, authorities and responsibilities commensurate with the duties, authorities and responsibilities of persons in similar capacities in similarly sized companies and such other reasonable duties and responsibilities as the Board of Directors of the Corporation (the "Board") shall designate. The Executive shall report directly to the Board of Directors of the Corporation. The Executive shall obey the lawful directions of the Board and shall use his diligent efforts to promote the interests of the RM and to maintain and promote the reputation thereof.

(b) During the Employment Term, the Executive shall use his best efforts to perform his duties under this Agreement and shall as much of his time energy and skill in the performance of his duties with RM.

2. **EMPLOYMENT TERM:-**

Except for earlier termination as provided in Section 6, the Executive's employment with RM under this Agreement shall be for a **three-year term** commencing on the Effective Date and ending on September 18, 2017 (the "Employment Term").

3. **BASE SALARY:-**

RM agrees to the Executive a Base Salary of not less than $140,000 (One hundred and forty thousand dollars), payable in accordance with the regular payroll practices of the Corporation and RM. The Executive's Base Salary shall be subject to annual review by the Board of the Corporation (or a committee thereof).

The base salary shall be in the amount of $140,000 (One hundred and forty thousand dollars) per annum, referred to as the "Base Salary" for purposes of this Agreement**.**

It is recorded that the Executive shall immediately upon signature of this Agreement, receive the full settlement of his first 3 (Three) months base salary through the issue by the Corporation to the Executive of an amount of 35,000 (Thirty five thousand) of the Corporation's shares of Series F Convertible Preferred Stock, Par Value $0.00001; issued to the Executive at $1.00 (One dollar) per share.

The Corporation shall issue an additional amount of 35,000 (Fifty one thousand) of the Corporation's shares of Series F Convertible Preferred Stock, Par Value $0.00001; issued to the Executive at $1.00 (One dollar) per share; payable every 3 (Three) months thereafter; and

It is specifically recorded that these issuances to the Executive by the Corporation, of the shares of Series F Convertible Preferred Stock; are only for the first year of the Executive's employment with RM. Thereafter RM will be solely responsible for the payment of the Executive.

The Corporation is treating these payments to the Executive, for the first year of his employment, as a Loan by the Corporation to the RM. RM shall expense these payments to the Executive accordingly.

It is specifically agreed that these shares of the Corporation's Series F Convertible Preferred Stock shall be available to be assigned, pledged, sold, lent or in any way by the Executive.

It is furthermore specifically recorded in this Agreement, that the Executive has agreed to dispose of all of his shares of Series F Convertible Preferred Stock, issued in terms of this Agreement, to a stockholder of the Corporation whom is a Non Insider and a Convertible Loan Holder of the Corporation (hereinafter referred to as "Stockholder").

The Stockholder has agreed to settle this purchase of the Executive's shares of Series F Convertible Preferred Stock through the transfer of non assessable unrestricted shares of the Corporation's Common Stock held by the Stockholder from, time to time.

The Stockholder has undertaken that these shares of the Corporation's Series F Convertible Preferred Stock shall not be available to be assigned, pledged, sold, lent or in any way alienated for a period of 1 (one) year commencing from the date this Agreement.

The Stockholder has agreed that these shares of Series F Convertible Preferred Stock shall be held "on book" by the Transfer Agent to the Corporation; for an on behalf of the Stockholder. The Stockholder shall not be permitted to request these shares of the Corporation's Common Stock, in certificated form, until the expiration of the 1 (one) year from the date of their issuance to the Executive under this Agreement.

It is agreed by all parties to this Agreement as follows:-

That should be EBITDA of RM (after payments of Salaries to both the Executive and to Danny DeMichele) be lower than the amount of $100,000 (One hundred thousand dollars), for the period October 1, 2014 to April 30, 2015; then and only then:

The payment of the Executive's Base Salary payable to the Executive by GNCC Capital, Inc. and the Stockholder, for the period from May 1, 2015; be terminated; and

RM shall be solely responsible for the payment of the salary to the Executive after May 1, 2015 and at a rate of no more than 25% (Twenty five percent) of RM"s EBITDA in every calendar month, this amount not to exceed $11,666 (Eleven thousand six hundred and sixty six dollars) in any calendar month.

4. **BONUS:-**

With respect to each full fiscal year during the Employment Term, the Executive shall be eligible to earn an annual bonus (the "Annual Bonus") in such amount, if any, as determined in the sole discretion of the Board of the Corporation of up to 100% (One hundred percent) of the Executive's Base Salary. In addition, the Executive shall be eligible to participate in RM's bonus and other incentive compensation plans and programs (if any) for RM's senior executives at a level commensurate with his position and may be entitled to bonus payments in addition to the amount set forth hereinabove.

5. **EMPLOYEE BENEFITS:-**

(a) **Benefit Plans.**

The Executive shall be eligible to participate in any employee benefit plan of RM, including, but not limited to, equity, pension, thrift, profit sharing, medical coverage, education, or other retirement or welfare benefits that RM has adopted or may adopt, maintain or contribute to for the benefit of its senior executives, at a level commensurate with his positions, subject to satisfying the applicable eligibility requirements. RM may at any time or from time to time amend, modify, suspend or terminate any employee benefit plan, program or arrangement for any reason in its sole discretion.

(b) **Vacation:-**

The Executive shall be entitled to an annual paid vacation in accordance with RM's policy applicable to senior executives from time to time in effect, but in no event less than 2 (Two) weeks per calendar year (as prorated for partial years), which vacation may be taken at such times as the Executive elects with due regard to the needs of RM. The carry-over of vacation days shall be in accordance with RM's policy applicable to senior executives from time to time in effect.

(c) **Business and Entertainment Expenses:-**

Upon presentation of appropriate documentation, the Executive shall be reimbursed and/or paid in advance for all reasonable and necessary business and entertainment expenses incurred in connection with the performance of his duties hereunder, all in accordance with RM's expense reimbursement policy applicable to senior executives from time to time in effect. It is agreed that the Executive shall obtain prior permission from the Board of RM prior to incurring any such expenses.

(d) **Signing Bonus:-**

Upon execution of this Agreement, the Executive shall be awarded a "Signing" bonus in the amount of $50,000 (Fifty thousand dollars) to be settled through the immediate issuance of 50,000 (Fifty thousand) shares of the Corporation's Series F Convertible Preferred Stock, Par Value, $0.00001 and at a price of $1.00 (One dollar) per share.

The Corporation is treating this payment to the Executive, as a Loan by the Corporation to the RM. RM shall expense this payment to the Executive accordingly.

It is specifically agreed that these shares of the Corporation's Series F Convertible Preferred Stock shall be available to be assigned, pledged, sold, lent or in any way by the Executive.

It is furthermore specifically recorded in this Agreement, that the Executive has agreed to dispose of all of his shares of Series F Convertible Preferred Stock, issued in terms of this Agreement, to a stockholder of the Corporation whom is a Non Insider and a Convertible Loan Holder of the Corporation (hereinafter referred to as "Stockholder").

The Stockholder has agreed to settle this purchase of the Executive's shares of Series F Convertible Preferred Stock through the transfer of non assessable unrestricted shares of the Corporation's Common Stock held by the Stockholder from, time to time.
The Stockholder has undertaken that these shares of the Corporation's Series F Convertible Preferred Stock shall not be available to be assigned, pledged, sold, lent or in any way alienated for a period of 1 (one) year commencing from the date this Agreement.

The Stockholder has agreed that these shares of Series F Convertible Preferred Stock shall be held "on book" by the Transfer Agent to the Corporation; for an on behalf of the Stockholder. The Stockholder shall not be permitted to request these shares of the Corporation's Common Stock, in certificated form, until the expiration of the 1 (one) year from the date of their issuance to the Executive under this Agreement.

6. **TERMINATION:-**

The Executive's employment and the Employment Term shall terminate on the first of the following to occur:

(a) **Disability:-**

On the thirtieth day following written notice by RM to the Executive of termination due to Disability. For purposes of this Agreement, "Disability" shall mean a determination by RM in accordance with applicable law that due to a physical or mental injury, infirmity or incapacity, the Executive is unable to perform the essential functions of his job with or without accommodation for 180 (One hundred and eighty) days (whether or not consecutive) during any 12 (Twelve) month period.

(b) **Death:-**

Automatically upon the date of death of the Executive.

(c) **Cause:-**

Immediately upon written notice by RM to the Executive of a termination for Cause. "Cause" shall mean, as determined by the Board of RM (or its designee):

(1) Conduct by the Executive in connection with his employment duties or responsibilities that is fraudulent, unlawful or grossly negligent; or

(2) The willful misconduct of the Executive; or

(3) The willful and continued failure of the Executive to perform the Executive's duties with RM (other than any such failure resulting from incapacity due to physical or mental illness); or

(4) The commission by the Executive of any felony (or the equivalent under the law of the United States of America) (other than traffic-related offenses) or any crime involving moral turpitude; or

(5) Violation of any material policy of the Corporation and/or RM or any material provision of RM's code of conduct, employee handbook or similar documents; or

(6) Any material breach by the Executive of any provision of this Agreement or any other written agreement entered into by the Executive with RM.

(d) **Without Cause:**

On the thirtieth day following written notice by RM to the Executive of an involuntary termination without Cause, other than for death or Disability.

(e) **Good Reason.**

On the sixtieth day following written notice by the Executive to RM of a termination for Good Reason. "Good Reason" shall mean, without the express written consent of the Executive, the occurrence of any the following events unless such events are cured (if curable) by RM within 15 (fifteen) days following receipt of written notification by the Executive to RM that he intends to terminate his employment hereunder for one of the reasons set forth below: any material reduction or diminution (except temporarily during any period of incapacity due to physical or mental illness) in the Executive's title, authorities, duties or responsibilities or reporting requirements with RM.

7. **CONSEQUENCES OF TERMINATION:-**

(a) **Disability:-**

Upon termination of the Employment Term because of the Executive's Disability, RM shall pay or provide to the Executive:

(1) Any unpaid Base Salary and any accrued vacation through the date of termination; and

(2) any unpaid Annual Bonus accrued with respect to the fiscal year ending on or preceding the date of termination; and

(3) Reimbursement for any unreimbursed expenses properly incurred through the date of termination; and

(4) All other payments or benefits to which the Executive may be entitled under the terms of any applicable employee benefit plan, program or arrangement (collectively, "Accrued Benefits").

(b) **Death:-**

Upon the termination of the Employment Term because of the Executive's death, the Executive's estate shall be entitled to any Accrued Benefits.

(c) **Termination for Cause:-**

Upon the termination of the Employment Term by RM for Cause or by either party in connection with a failure to renew this Agreement, RM shall pay to the Executive any Accrued Benefits.

(d) **Termination without Cause or for Good Reason:-**

Upon the termination of the Employment Term by RM without Cause or by the Executive with Good Reason, RM shall pay or provide to the Executive:

(1) The Accrued Benefits, and

(2) Subject to the Executive's execution (and non-revocation) of a general release of claims against RM and its affiliates in a form reasonably requested by RM:

(A) continued payment of his Base Salary for 6 (six) months after termination, payable in accordance with the regular payroll practices of RM, but off the payroll; and

(B) Payment of the Executive's cost of continued medical coverage for (6) six months after termination (subject to the Executive's co-payment of the costs in the same proportion as such costs were shared immediately prior to the date of termination). Payments provided under this Section 7(d) shall be in lieu of any termination or severance payments or benefits for which the Executive may be eligible under any of the plans, policies or programs of RM.

8. **NO ASSIGNMENT:-.**

This Agreement is personal to each of the Parties. Except as provided below, no Party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other Party hereto; provided, however, that RM may assign this Agreement to any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of RM.

9. **NOTICES:-**

For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given:

(1) on the date of delivery if delivered by hand; or

(2) on the date of transmission, if delivered by confirmed facsimile; or

(3) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service; or

(4) On the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

MR. DAVID JACK HARRIS
4200 Clear Valley Drive
Encino
CA 91436

If to the Corporation:

GNCC CAPITAL, INC.
244 5th Avenue
Suite # 2525
NEW YORK
NY 10001

REPUTATION MANAGERS, LLC
2544 Gateway Road
Carlsbad
CA 92009
Or to such other address as either Party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

10. **PROTECTION OF THE CORPORATION AND RM'S BUSINESS:-**

(a) **Confidentiality:-**

The Executive acknowledges that during the course of his employment by RM (prior to and during the Employment Term) he has and will occupy a position of trust and confidence. The Executive shall hold in a fiduciary capacity for the benefit of RM and shall not disclose to others or use, whether directly or indirectly, any Confidential Information regarding the Corporation and RM, except:

(i) As in good faith deemed necessary by the Executive to perform his duties hereunder; or

(ii) to enforce any rights or defend any claims hereunder or under any other agreement to which the Executive is a party, provided that such disclosure is relevant to the enforcement of such rights or defense of such claims and is only disclosed in the formal proceedings related thereto; or

(iii) when required to do so by a court of law, by any governmental agency having supervisory authority over the business of the Corporation and/or RM or by any administrative or legislative body (including a committee thereof) with jurisdiction to order him to divulge, disclose or make accessible such information, provided that the Executive shall give prompt written notice to the Corporation and/or RM of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Corporation and/or RM to obtain a protective order or similar treatment; or

(iv) as to such Confidential Information that shall have become public or known in the Corporation and RM's industry other than by the Executive's unauthorized disclosure; or

(v) to the Executive's spouse, attorney and/or his personal tax and financial advisors as reasonably necessary or appropriate to advance the Executive's tax, financial and other personal planning (each an "Exempt Person"), provided, however, that any disclosure or use of Confidential Information by an Exempt Person shall be deemed to be a breach of this Section 10(a) by the Executive. The Executive shall take all reasonable steps to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. The Executive understands and agrees that the Executive shall acquire no rights to any such Confidential Information. "Confidential Information" shall mean information about the Corporation, RM, its subsidiaries and affiliates, and their respective clients and customers that is not disclosed by the Corporation and/or by RM and that was learned by the Executive in the course of his employment by the Corporation and RM, including, but not limited to, any proprietary knowledge, trade secrets, data and databases, formulae, sales, financial, marketing, training and technical information, client, customer, supplier and vendor lists, competitive strategies, computer programs and all papers, resumes, and records (including computer records) of the documents containing such Confidential Information.

(b) **Non-Competition:-**

During the Employment Term and for the 1 (One) year period following the termination of the Executive's employment for any reason (the "Restricted Period"), the Executive shall not, directly or indirectly, without the prior written consent of RM, provide employment (including self-employment), directorship, consultative or other services to any business, individual, partner, firm, corporation, or other entity that directly competes with any business conducted by RM or any of its subsidiaries or affiliates on the date of the Executive's termination of employment or within 1 (One) year of the Executive's termination of employment in the geographic locations where RM and its subsidiaries or affiliates engage or propose to engage in such business (the "Business"). Nothing herein shall prevent the Executive from having a passive ownership interest of not more than 9% (Nine percent) of the outstanding securities of any entity engaged in the Business whose securities are traded on a United States of America - National Securities Exchanges.

(c) **Non-Solicitation of Employees:-**

The Executive recognizes that he possesses and will possess confidential information about other employees of RM and its subsidiaries and affiliates relating to their education, experience, skills, abilities, compensation and benefits, and inter-personal relationships with customers of RM and its subsidiaries and affiliates. The Executive recognizes that the information he possesses and will possess about these other employees is not generally known, is of substantial value to the RM and its subsidiaries and affiliates in developing their business and in securing and retaining customers, and has been and will be acquired by him because of his business position with RM. The Executive agrees that, during the Restricted Period, he will not, directly or indirectly:

(A) solicit or recruit any employee of the Corporation, RM or any of its subsidiaries or affiliates (a "Current Employee") or any person who was an employee of the Corporation, RM or any of its subsidiaries or affiliates during the 12 (Twelve) month period immediately prior to the date the Executive's employment terminates (a "Former Employee") for the purpose of being employed by him or any other entity; or

(B) Hire any Current Employee or Former Employee.

(d) **Non-Solicitation of Customers:-**

The Executive agrees that, during the Restricted Period, he will not, directly or indirectly, solicit or attempt to solicit:

(A) any party who is a customer or client of RM or its subsidiaries, who was a customer or client of RM or its subsidiaries at any time during the 12 (twelve) month period immediately prior to the date the Executive's employment terminates or who is a direct customer or client that has been identified and targeted by RM or its subsidiaries for the purpose of marketing, selling or providing to any such party any services or products offered by or available from RM or its subsidiaries; or

(B) Any supplier or vendor to RM or any subsidiary to terminate, reduce or alter negatively its relationship with RM or any subsidiary or in any manner interfere with any agreement or contract between RM or any subsidiary and such supplier or vendor.

(e) **Property**:-

The Executive acknowledges that all originals and copies of materials, records and documents generated by him or coming into his possession during his employment by RM or its subsidiaries are the sole property of RM and its subsidiaries ("RM Property").

During the Employment Term, and at all times thereafter, the Executive shall not remove, or cause to be removed, from the premises of the Corporation, RM or its subsidiaries, copies of any record, file, memorandum, document, computer related information or equipment, or any other item relating to the business of the Corporation, RM or its subsidiaries, except in furtherance of his duties under this Agreement. When the Executive's employment with RM terminates, or upon request of the Corporation and/or RM at any time, the Executive shall promptly deliver to the Corporation and/or RM all copies of RM Property in his possession or control.

(f) **Non-Disparagement:-**

Executive shall not, and shall not induce others to, disparage the Corporation, RM or its subsidiaries or affiliates or their past and present officers, directors, employees or products. "Disparage" shall mean making comments or statements to the press, the Corporation's, RM's or its subsidiaries' or affiliates' employees or any individual or entity with whom the Corporation, RM or its subsidiaries or affiliates has a business relationship which would adversely affect in any manner:

(1) The business of the Corporation, RM or its subsidiaries or affiliates (including any products or business plans or prospects); or

(2) The business reputation of the Corporation, RM or its subsidiaries or affiliates, or any of their products, or their past or present officers, directors or employees.

(g) **Cooperation:-**

Subject to the Executive's other reasonable business commitments, following the Employment Term, the Executive shall be available to cooperate with the Corporation and/or RM and its outside counsel and provide information with regard to any past, present, or future legal matters which relate to or arise out of the business the Executive conducted on behalf of RM and its subsidiaries and affiliates, and, upon presentation of appropriate documentation, RM shall compensate the Executive for any out-of-pocket expenses reasonably incurred by the Executive in connection therewith.

(h) **Equitable Relief and Other Remedies:-**

The Executive acknowledges and agrees that the Corporation's and/or RM's remedies at law for a breach or threatened breach of any of the provisions of this Section 10 would be inadequate and, in recognition of this fact, the Executive agrees that, in the event of such a breach or threatened or attempted breach, in addition to any remedies at law, the Corporation and/or RM, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available. In addition, without limiting the Corporation's and/or RM's remedies for any breach of any restriction on the Executive set forth in this Section 10, except as required by law, the Executive shall not be entitled to any payments set forth in Section 7(d) hereof if the Executive has breached the covenants applicable to the Executive contained in this Section 10, the Executive will immediately return to the Corporation and/or RM any such payments previously received under Section 7(d) upon such a breach, and, in the event of such breach, the Corporation and/or RM will have no obligation to pay any of the amounts that remain payable by the Corporation and/or RM under Section 7(d).

(i) **Reformation:-**

If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 10 is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state. The Executive acknowledges that the restrictive covenants contained in this Section 10 are a condition of this Agreement and are reasonable and valid in temporal scope and in all other respects.

(j) **Survival of Provisions:-**

The obligations contained in this Section 10 shall survive in accordance with their terms the termination or expiration of the Executive's employment with the Corporation and/or RM and shall be fully enforceable thereafter.

11. **INDEMNIFICATION:-**

The Executive shall be indemnified to the extent permitted by the Corporation's and/or RM's organizational documents and to the extent required by law.

12. **SECTION HEADINGS AND INTERPRETATION:-**

The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. Expressions of inclusion used in this agreement are to be understood as being without limitation.

13. **SEVERABILITY:-**

The provisions of this Agreement shall be deemed severable and the invalidity of unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

14. **COUNTERPARTS:-**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same Agreement.

15. **GOVERNING LAW AND VENUE:-**

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware without regard to its conflicts of law principles. The Parties agree irrevocably to submit to the exclusive jurisdiction of the federal courts or, if no federal jurisdiction exists, the state courts, located in the State of Delaware, for the purposes of any suit, action or other proceeding brought by any Party arising out of any breach of any of the provisions of this Agreement and hereby waive, and agree not to assert by way of motion, as a defense or otherwise, in any such suit, action, or proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that the provisions of this Agreement may not be enforced in or by such courts. **IN ADDITION, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY.**

16. **ENTIRE AGREEMENT:-**

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

17. **WAIVER AND AMENDMENT:-**

No provision of this Agreement may be modified, amended, waived or discharged unless such waiver, modification, amendment or discharge is agreed to in writing and signed by the Executive and such officer or director as may be designated by the Board. No waiver by either Party at any time of any breach by the other Party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver or similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

18. **WITHHOLDING:-**

RM may withhold from any and all amounts payable under this Agreement such federal, state, local and foreign taxes as may be required to be withheld pursuant to any applicable law or regulation.

19. **AUTHORITY AND NON-CONTRAVENTION:-**

The Executive represents and warrants to the Corporation and RM that he has the legal right to enter into this Agreement and to perform all of the obligations on his part to be performed hereunder in accordance with its terms and that he is not a party to any agreement or understanding, written or oral, which could prevent him form entering into this Agreement or performing all of his obligations hereunder.

20. **COUNTERPARTS:-**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

GNCC CAPITAL, INC.

/s/

_____

By: RONALD YADIN LOWENTHAL
Title: EXECUTIVE CHAIRMAN

REPUTATION MANAGERS, LLC

/s/

_____

By: DANNY DEMICHELE
Title: DIRECTOR

THE EXECUTIVE

/s/

_____

DAVID JACK HARRIS



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

ISSUANCE OF SHARES OF ADDITIONAL SERIES B CONVERTIBLE PREFERRED STOCK

EFFECTIVE: SEPTEMBER 19, 2014

FILED: OCTOBER 14, 2014

BACKGROUND:

On June 6, 2014, the Directors of GNCC Capital, Inc. filed a Certificate of Amendment of Certificate of Incorporation, with the Secretary of State in Delaware; to authorize the shares Series B Convertible Preferred Stock.

The salient terms of the shares of Series B Convertible Preferred Stock:-

Number of Authorized: 10,000,000 (Ten million)
Par Value: $0.00001
Intended Issue Price: $1.00

Convertible at the Holder's Option (AND ONLY after a period of one year from the date of Issuance) and into shares of Common Stock, at a pre-determined price per share of the Common Stock.

These shares of Series B Convertible Preferred Stock will not be admitted for trading on any market.

RATIONALE FOR THE AUTHORIZATION OF THE SHARES OF SERIES B CONVERTIBLE PREFERRED STOCK:

The Company will be issuing shares of Series B Convertible Preferred Stock to:-

1. Settle all of the Company's short term loans; and
2. Settle a number of the Company's outstanding Convertible Loan Notes; and
3. Raise cash to fund general corporate activities and for acquisitions.

THE SERIES B CONVERTIBLE PREFERRED STOCK DESIGNATION WAS FILED ON THE OTC MARKETS DISCLOSURE SERVICE ON JUNE 13, 2014.

ADDITIONAL ISSUANCES OF SHARES OF SERIES B CONVERTIBLE PREFERRED STOCK ON SEPTEMBER 19, 2014:

Stockholder Name	Amount of Series B Preferred Issued	Amount $	Note
Highwave Management Corp.	15,000	15,000	1
TOTALS	**15,000**	**15,000**	

NOTES:

1. The Company issued 15,000 (Fifteen thousand) shares of Series B Convertible Preferred Stock to Highwave Management Corp on September 19, 2014 and at a price of $1.00 (One dollar) each, Par Value $0.00001; to settle an amount of $15,000 (Fifteen thousand dollars) paid to David Jack Harris under his Advisory Committee Appointment Agreement.

ACCOUNTING TREATMENT OF THESE ISSUANCES:

The $15,000 issued in these shares of Series B Convertible Preferred Stock will be capitalized post the Third Quarter ended June 30, 2014 and in the Final Quarter ending September 30, 2014 as Additional Paid In Capital as Stockholders Equity.

As at October 14, 2014, the Company had an amount of 6,134,649 shares of Series B Convertible Preferred Stock issued and outstanding.

DATED: OCTOBER 14, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBIT:-

Advisory Committee Appointment Agreement with David Jack Harris dated September 18, 2014

ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT

ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT ("the Agreement") dated as of September 18, 2014 between:

GNCC Capital Inc., a Delaware Corporation
With its principal address being 244 5th Avenue, Suite # 2525, New York, NY 10001
("The Corporation")

And

David Jack Harris
Of 4200 Clear Valley Drive, Encino, CA 91436
("The Advisory Committee Member").

And

Stelan Real Estate Management, Inc.,
("Stelan")

WITNESSETH

WHEREAS, Advisory Committee Member has established his expertise in, among other things, brand development, international sales and marketing and vast experience in the use of Social Media. Advisory Committee Member is the Chief Executive Officer of the Company's wholly owned subsidiary Company, Reputation Managers, LLC.

WHEREAS, the Corporation desires to retain the Advisory Committee Member for a period of 3 (Three) years, commencing from the date of the signature of the Agreement; to perform, as an Advisory Committee Member to the Corporation on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and upon the terms and agreements subject to the conditions hereinafter set forth, the parties do hereby covenant and agree as follows:

Section 1. RETENTION OF THE ADVISORY COMMITTEE MEMBER

The Corporation engages the Advisory Committee Member whom accepts such engagement, subject to the terms and conditions of this Agreement.

Section 2. SERVICES

The Advisory Committee Member shall provide advisory services to the Corporation, its subsidiary companies and to its Directors in connection with the objectives.

Section 3. COMPENSATION

For services rendered by the Advisory Committee Member pursuant to this Agreement, the Corporation shall remunerate the Advisory Committee Member, as follows:

Compensation for Three Years Commencing on September 18, 2014

The Advisory Committee Member shall be compensated at the rate of $60,000 (Sixty thousand dollars) per annum, payable in equal quarterly installments.

It is agreed that the Advisory Committee Member be paid in unrestricted shares of the Corporation's Common Stock and not in cash.

Stelan has agreed to provide these shares of the Corporation's unrestricted Common Stock to the Advisory Committee Member on a quarterly basis; for and on behalf of the Corporation.

The Corporation through Stelan shall provide the Advisory Committee Member with an amount of $15,000 (Fifteen thousand dollars) of the Corporation's shares of unrestricted Common Stock in advance; and in each and every quarter commencing upon September 18, 2014 and terminating on July 18, 2017. It is recorded that the shares of the Corporation's unrestricted Common Stock in respect of compensation for the 3 (Three) month period commencing upon September 18, 2014 shall be issued by Stelan to the Advisory Committee Member on or before September 30, 2014. The number of shares of the Corporation's unrestricted Common Stock issued to the Advisory Committee Member shall be calculated by utilizing the average trading price of the Corporation's shares of Common Stock in the preceding 5 (Five) trading days prior to any such issuance to the Advisory Committee Member.

Additional compensation may be forthcoming depending on the contribution provided to the Corporation by the Advisory Committee Member as determined by the Committee of Directors from time to time.

The Corporation undertakes to reimburse Stelan Real Estate Management, Inc. at the price per share of the Corporation's Common Stock as detailed in this paragraph. Such reimbursement shall be through the issuance to Stelan by the Corporation of the Corporation's shares of Series B Convertible Preferred Stock at a price of $1.00 (One dollar) per share, Par Value $0.00001.

Section 4. EXPENSES

The Corporation shall reimburse the Advisory Committee Member up to a maximum of US$250.00 (Two hundred and fifty dollars) per month for phone charges and other miscellaneous expenses incurred in the normal pursuit of the Objectives as outlined in this Agreement.

In the event that the Advisory Committee Member incurs additional expenses while engaged in Corporation business, Advisory Committee Member shall obtain the prior written consent of the President of the Corporation. All such expenses incurred after receiving the prior written approval of the President of the Corporation shall be promptly reimbursed to the Advisory Committee Member.

The Corporation's consent hereunder shall not be unreasonably withheld or delayed. The Advisory Committee Member must provide receipts for all expenses to the Corporation before any reimbursement will be issued to the Advisory Committee Member.

Section 5. ADVISORY COMMITTEE MEMBER OBLIGATIONS

The Advisory Committee Member will be solely responsible for any and all damages or losses with respect to any and all equipment utilized by the Advisory Committee Member in the performance of services under this Agreement, and the Corporation will have no liability of any kind with respect thereto, regardless of cause or fault. Each party hereby indemnifies and holds the other, its directors, officers, agents and employees, harmless from and against any and all claims, actions, demands, damages, liabilities or expenses, including counsel fees against the other, its directors, officers, agents and employees, arising out of the indemnifying party's acts or omissions or breach of this Agreement. This excludes any public statements made by the Corporation that are either inaccurate or untrue in respect of the Advisory Committee Member as well as the Corporations obligations under Section 6 of this agreement.

Section 6. ADVISORY COMMITTEE MEMBER WARRANTIES

The Advisory Committee Member warrants that he is fully qualified to perform the services to the Corporation as described in this Agreement. Furthermore, the Advisory Committee Member warrants that the services performed will conform to generally accepted standards for the type of project involved and that he will use his best efforts to render the services required in a timely and diligent manner. Additionally, the Advisory Committee Member warrants that the rendering of the services hereunder, including any work product resulting from the services will not violate any rights including but not limited to intellectual property rights, of any persons, or laws.

The Advisory Committee Member warrants that during the past 10 (Ten) years, he has not been the subject of the following events:

1. A petition under the Federal bankruptcy laws or any state insolvency law was filed by or against, or a receiver, fiscal agent or similar officer was appointed by a court for the business or property of such person, or any partnership in which he was a general partner at or within two years before the time of such filing, or any corporation or business association of which he was an executive officer at or within two years before the time of such filing;

2. Convicted in a criminal proceeding or is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses);

3. The subject of any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining him from, or otherwise limiting, the following activities; associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;

   Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the Commodity Futures Trading Commission, or

   Engaging in any type of business practice; or

   Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of Federal or State securities laws or Federal commodities laws;

4. The subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any Federal or State authority barring, suspending or otherwise limiting for more than 60 days the right of such person to engage in any activity described in paragraph 3.i in the preceding paragraph or to be associated with persons engaged in any such activity;

5. Was not found by a court of competent jurisdiction in a civil action or by the Commission to have violated any Federal or State securities law, and the judgment in such civil action or finding by the Commission has not been subsequently reversed, suspended, or vacated;

6. Was not found by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any Federal commodities law, and the judgment in such civil action or finding by the Commodity Futures Trading Commission has not been subsequently reversed, suspended or vacated;

7. Was not the subject of, or a party to, any Federal or State judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of:

i) Any Federal or State securities or commodities law or regulation; or

ii) Any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order, or

iii) Any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or

8. Was the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act (15 U.S.C. 78c(a)(26)), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act (7 U.S.C. 1(a)(29)), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

Section 7. PROPRIETARY RIGHTS

The Advisory Committee Member hereby represents and warrants that all information provided or utilized by the Advisory Committee Member hereunder does not and shall not directly or indirectly violate or infringe upon any copyright, patent, trade secret or other proprietary or intellectual property right of any third party or contribute to such violation or infringement. The Advisory Committee Member shall indemnify and hold the Corporation, its officers, directors, employees and agents harmless from and against any and all losses and damages arising out of the breach or claimed breach of the foregoing warranty. The provisions of this Section 7 shall survive termination of this Agreement for any reason.

Section 8. NON DISCLOSURE

The Corporation has determined that the Advisory Committee Member will not have regular or special access to Material Nonpublic Information and is not subject to the reporting and liability provisions of Section 16 of the Securities Exchange Act of 1934, as amended. Therefore there are no trading restrictions on the Advisory Committee Member's shares of the Corporation's non restricted Common Stock or on any subsequent purchases or sales of the common stock of the Corporation by the Advisory Committee Member. The Directors and Management of the Corporation maintain strict principals of non-disclosure in respect of the Advisory Committee Member's activity contracted for herein. In addition, if the Advisory Committee Member makes any recommendation to the Directors or Management, and that recommendation is material and is accepted and acted upon by the Corporation's Directors, then the Advisory Committee Member shall refrain from trading in the Corporation's shares of Common Stock until full public disclosure of same is made by the Corporation.

Section 9. NO PUBLICITY

Neither the Advisory Committee Member, nor any of his employees or agents shall refer to the Corporation in any manner whatsoever in publicity releases or advertising, including customer lists, or for other promotional purposes, without securing the prior written consent from the Corporation.

Section 10. FULL CO-OPERATION

In connection with the activities of the Advisory Committee Member on behalf of the Corporation, the Corporation will cooperate with the Advisory Committee Member and will furnish the Advisory Committee Member and the Advisory Committee Member's representatives with all information and data concerning the Corporation as may be required in connection with the Advisory Committee Member's services hereunder.

Section 11. REPRESENTATIONS

The Corporation warrants and represents to the Advisory Committee Member that this Agreement does not conflict with any other agreement binding the Corporation. The Corporation warrants and represents to the Advisory Committee Member, that the Corporation is fully authorized to offer and pay the Advisory Committee Member's compensation referred to in Section 3 above.

Section 12. MANAGEMENT

The Corporation agrees to provide the Advisory Committee Member with all historical and current public regulatory filings and such other documentation as is required by the Advisory Committee Member to assist in the compilation of the Corporation's profile on an ongoing basis.

Section 13. BREACH

In the event of a breach of the terms of this Agreement by either party, the breaching party shall have a 10 (ten) day period, after the receipt of written notice of the breach, to remedy any such breach.

Section 14. WAIVER OF AGREEMENT

The failure by the Corporation to exercise any rights or powers hereunder shall not be construed as a waiver thereof. The waiver by the Corporation of a breach of any provision of this Agreement by the Advisory Committee Member shall not operate nor be construed as a waiver of any subsequent breach by the Advisory Committee Member.

Section 15. NOTICES

All notices, requests, demands and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given upon receipt if personally delivered, faxed, sent by recognized national overnight courier or mailed by certified mail, return receipt requested, to the address of the parties set forth above. Such notices shall be deemed to be given:

(i) When delivered personally; or

(ii) 1 (One) day after being sent by overnight courier carrier; or

(iii) 3 (Three) days after being mailed, respectively, to be addressed as follows:

If to GNCC CAPITAL, INC.:

GNCC CAPITAL, INC
244 5th Avenue
Suite # 2525
New York
NY 10001
E Mail: Corporate@gncc-capital.com

If to the Advisory Committee Member:

DAVID JACK HARRIS
4200 Clear Valley Drive
Encino
CA 91436

Section 16. TERMINATION

This Agreement may be terminated prior to the expiration of its term:

A. By mutual written agreement of the parties;

B. By the Corporation or by the Advisory Committee Member, upon 90 (ninety) days written notice; or

C. By the Corporation, immediately, in the event of conduct by the Advisory Committee Member justifying termination, including but limited to, dishonesty or for any breach of any covenant in this Agreement.

Section 17. ASSIGNMENT OF RIGHTS

In consideration of payment to the Advisory Committee Member by the Corporation for work performed by the Advisory Committee Member, any and all operational improvements and process improvements developed by the Advisory Committee Member in the course of performing work for the Corporation shall be the sole and absolute property of the Corporation. All work performed by the Advisory Committee Member for and on behalf of the Corporation shall be deemed to be "work for hire" and any and all right, title and interest the Advisory Committee Member may have in and to any such work is hereby assigned to the Corporation, and the Corporation shall have all ownership rights in and to such work.

Section 18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, inure to the benefit of, and shall be enforceable by the Advisory Committee Member and the Corporation and their respective successors and assigns; provided, however, that the rights and obligations of the Advisory Committee Member under this Agreement (with the exception of those rights in Section 3 hereof) shall not be assignable.

Section 19. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

Section 20. ENTIRE AGREEMENT - AMENDMENTS

This Agreement contains the entire agreement and understanding between the parties and supersedes and preempts any prior understandings or agreements, whether written or oral. The provisions of this Agreement may be amended or waived only with the prior written consent of the Corporation and the Advisory Committee Member.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth hereinbefore:

GNCC CAPITAL, INC.

/s/

By: _____
Name **RONALD YADIN LOWENTHAL**
Title **EXECUTIVE CHAIRMAN**

DAVID JACK HARRIS

/s/

By: _____

STELAN REAL ESTATE MANAGEMENT, INC.

/s/

By: _____
Title **DIRECTOR**

RESUME OF ADVISORY COMMITTEE MEMBER

David Harris is a successful entrepreneur, experienced and creative marketer with a proven track record. Throughout his career, he has consistently identified new growth opportunities, and built several successful businesses.

David's first business enterprise was in the clothing industry; David was a pioneer of sourcing and producing fashion apparel throughout the Far East and selling into Europe and the USA. David built several recognized brand names and sold to ever major fashion retailer. This business was successfully sold to a Hong Kong consortium.

David, through this, became a recognized expert in Brand development, import/export, building an international sales team and marketing. He was recruited as a consultant by Pepkor (South African conglomerate) to advice with their "internationalization", post-Apartheid. His role included UK acquisitions, training SA personnel and creating cross marketing opportunities with the group.

Subsequent to this, David was recruited by Barry Cox, (co-founder of Hard Rock), to act as CEO to build a worldwide energy drink brand, with sales of 18 million cases in its first 12-months. Responsibilities included: building international sales team, creation of brand through Formula 1 racing and manufacturing.

For the past decade, David has been involved with businesses that recognized the power of the internet.

In 2000 and until 2014, David co-founded eBridge, initially to provide advertising services to SBO's that had historically only used Yellow pages; Success followed, with 65,000 clients paying an average of $75 p/month. Recognizing the power of the data base the company commenced marketing other products including SEO, SEM services and Social Media. The company grew to $40 million in revenues; and was named the 16th fastest growing companies in LA by Inc. Magazine.

During this period, eBridge bought a majority shareholding in eVisibilty; David and Danny DeMichele worked closely together to grow the business, until it was sold to LSF Interactive in 2010.

GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION FILING

CERTIFICATE OF CONVERSION FROM A DELAWARE CORPORATION TO A NON DELAWARE ENTITY

REPORTING DATE: NOVEMBER 14, 2014

STATE OF DELAWARE CERTIFICATE OF CONVERSION FROM A DELAWARE CORPORATION TO A NON-DELAWARE ENTITY PURSUANT SECTION 266 OF THE GENERAL CORPORATION LAW:

GNCC Capital, Inc. announced on September 29, 2014 and confirmed on October 30, 2014, that its Board of Directors intended to re-domicile the Company from Delaware to Wyoming.

On November 14, 2014, the State of Delaware approved the Certificate of Conversion. On that date, GNCC Capital, Inc. settled its full Franchise Tax liabilities to the State of Delaware in respect of the 2014 year end.

RATIONALE FOR RE-DOMICILE FROM DELAWARE TO WYOMING:

The Company's Directors authorized a Stock Repurchase Program of up to $750,000 on January 13, 2014 and amended on September 26, 2014. The Company secured the necessary funding for this Stock Repurchase Program without utilizing any of the Company's existing loan agreements and expressly without utilizing any of the existing Company's various Subsidiary Companies' profits and cash. The full details of which were filed on the OTC Markets Filing & Disclosure Service on January 13, 2014.

The full details of which were filed on the OTC Markets Filing & Disclosure Service, include a basic FAQ Review of these Rules. A link to this filing: http://www.otcmarkets.com/financialReportViewer?symbol=GNCP&id=127017.

In order to implement this Stock Repurchase Program, it was necessary for the Company to re-domicile from the State of Delaware. The State of Wyoming does not have the restrictions imposed by the State of Delaware in respect of Stock Repurchases.

DATED: NOVEMBER 14, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBIT:

Authenticated State of Delaware Certificate of Conversion dated November 14, 2014.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF "GNCC CAPITAL, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF NOVEMBER, A.D. 2014, AT 11:57 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE CORPORATION HAS FILED ALL DOCUMENTS AND PAID ALL FEES REQUIRED, AND THEREUPON THE CORPORATION SHALL CEASE TO EXIST AS A CORPORATION OF THE STATE OF DELAWARE.

Jeffrey W. Bullock, Secretary of State

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141411764

AUTHENTICATION: 1866865

DATE: 11-14-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:06 PM 11/14/2014
FILED 11:57 AM 11/14/2014
SRV 141411764 - 4603407 FILE

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A DELAWARE CORPORATION
TO A NON-DELAWARE ENTITY
PURSUANT SECTION 266 OF THE
GENERAL CORPORATION LAW

1.) The name of the Corporation is GNCC CAPITAL, INC. _____
_____.

(If changed, the name under which it's certificate of incorporation was originally filed was _____.)

2.) The date of filing of its original certificate of incorporation with the Secretary of State is 09-23-2008 _____.

3.) The jurisdiction to which the corporation shall conv ert to is Wyoming _____ and the name under which the entity shall be known as is GNCC CAPITAL, INC. _____.

4.) The conversion has been approved in accordance with this section;

5.) The corporation may be served with process in the State of Delaware in any action, suit or proceeding for enforcement of any obligation of the corporation arising while it was a corporation of the State of Delaware, and that it irrevocably appoints the Secretary of State as its agent to accept service of process in any such action, suit or proceeding.

6.) The address to which a copy of the process shall be mailed to by the Secretary of State is

GNCC CAPITAL, INC.
244 5TH AVENUE, SUITE 2525
NEW YORK, NY 10001

In Witness Whereof, the undersigned have executed this Certificate of Conversion on this 27 day of OCTOBER, A.D. 2014.

By: _____
Authorized Officer

Name: RONALD YADIN LOWENTHAL/ PRESIDENT
Print or Type Name and Title